

MATTHEW Z. CROTTY  
Crotty & Son Law Firm, PLLC  
905 West Riverside, Suite 404  
Spokane, WA 99201  
Telephone: 509.850.7011  
Facsimile: 509.703.7957  
Email: matt@crottyandson.com

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON**

SHANNON MCMINIMEE,

Plaintiff,

v.

YAKIMA SCHOOL DISTRICT  
NO. 7, and JOHN R. IRION, in his  
individual capacity,

Defendants.

**NO. 18-3073-TOR**

FIRST AMENDED  
COMPLAINT AND  
DEMAND FOR TRIAL BY  
JURY

Shannon McMinimee, by and through her attorneys, alleges:

**I. PARTIES AND JURISDICTION**

1. Defendant, YAKIMA SCHOOL DISTRICT NO. 7 ("YSD" or the  
"District") is a first-class school district organized under the laws of the State of

1 Washington and a quasi-municipal government agency located in Yakima County,  
2 Washington.

3 2. Defendant, JOHN R. IRION, (“Mr. Irion”) resides in Yakima,  
4 Washington and was the District’s Superintendent at all times relevant to this  
5 lawsuit.  
6

7 3. Plaintiff, SHANNON MCMINIMEE (“Ms. McMinimee”) is a resident  
8 of Outlook, Washington, works in Yakima, Washington, for YSD and worked  
9 under the direct supervision of Mr. Irion at all times relevant to this lawsuit.  
10

11 4. All acts complained of occurred within the Eastern District of  
12 Washington.

13 5. The Federal Court for the Eastern District of Washington has personal  
14 jurisdiction over the parties and subject matter jurisdiction for the claims in this  
15 complaint pursuant to 28 U.S.C. § 1331, 29 U.S.C. § 2617(a)(2), 29 U.S.C. §  
16 206(d)(1), and 28 U.S.C. § 1367(a).  
17

18 6. Venue is proper in the Eastern District of Washington under 28 U.S.C.  
19 § 1391(b) because the acts and omissions complained herein occurred in the District  
20 and Defendant conducts business and/or resides there.  
21

22 7. Ms. McMinimee is not required to exhaust administrative remedies or  
23 comply with pre-filing notice of tort claim requirements regarding the Family  
24 Medical Leave Act (FMLA), Equal Pay Act (EPA), and RCW 49.52.050 Wage  
25

1 Rebate Act (WRA) claims she asserts in this lawsuit. On April 26, 2018, Ms.  
2 McMinimee served the defendants with an RCW 4.96, et. seq. notice of tort claim  
3 (dated April 25, 2018) and will move to amend her complaint to allege additional  
4 facts and claims once the sixty-day post-service timeframe elapses.  
5

## 6 **II. INTRADISTRICT ASSIGNMENT**

7 8. This action arose in Yakima County, Washington. Therefore, Ms.  
8 McMinimee respectfully requests that the case be assigned to the Yakima Division  
9 of the Eastern District of Washington.  
10

## 11 **III. FACTS**

12 9. Plaintiff re-alleges the above paragraphs.

13 10. On or about March 13, 2017 the YSD hired Ms. McMinimee as its  
14 Associate Superintendent for Human Resources.  
15

16 11. Between March 13, 2017 and November 6, 2017, Ms. McMinimee  
17 opposed illegal activities that Mr. Irion either directed or sanctioned.

18 12. The illegal activities that Ms. McMinimee opposed included, without  
19 limitation, (a) Defendants' unequal treatment of male and female employees, (b)  
20 Defendants' failure to address gender discrimination against Ms. McMinimee and  
21 other female employees of YSD, (c) Defendants' discrimination against employees  
22 based on their failure to conform to certain gender stereotypes, (d) Defendants'  
23 violation of RCW 41.56.140's prohibition on direct dealing, (e) Defendants' desire  
24  
25

1 to issue teaching contracts to those who did not hold effective teaching certificates  
2 in violation of RCW 28A.405.210, (f) Defendants' failure to comply with federal  
3 laws regarding the Defendants' treatment of disabled employees, (g) Defendants'  
4 failures to comply with federal laws regarding the Defendants' treatment of disabled  
5 students, and (h) Defendants' failures to comply with Title IX with respect to  
6 responding to student allegations of sexual harassment and sexual violence.  
7

8 13. As it relates to points (a) and (b), above, Ms. McMinimee's complaint  
9 included her good faith opposition to Mr. Irion's pay policy commonly referred to  
10 as the "Jack Factors."  
11

12 14. Briefly stated, the Jack Factors were the means by which Mr. Irion  
13 determined the salary schedule placement (and, in turn, pay) of managerial level  
14 District employees, including the below-described "Superintendent's Group" and  
15 the District's administrators. The Jack Factors included placing internal hires one  
16 step higher on the salary schedule than they would otherwise be placed based on  
17 experience and moving individuals up on the salary schedule to ensure that they  
18 were being paid more than any subordinate that they would have.  
19  
20

21 15. During the August 2017 timeframe, Ms. McMinimee expressed  
22 concern to Mr. Irion that the above referenced Jack Factors discriminatorily affected  
23 female administrators (as well as non-white administrators). This conversation took  
24 place in Mr. Irion's office and after Ms. McMinimee had expressed her concerns  
25

1 about the Jack Factors to others. Mr. Irion dismissed Ms. McMinimee's concerns  
2 identifying that the internal employee whose salary schedule placement was at issue  
3 at the moment was a female and would be making more than her subordinate.

4 16. Following the above-referenced conversation Ms. McMinimee made  
5 modifications to the Jack Factors to try to ameliorate the negative impacts of the  
6 Jack Factors to female administrators.

7 17. On or about October 30, 2017, Mr. Irion held a meeting with Ms.  
8 McMinimee that he identified to her was investigatory in nature.  
9

10 18. On November 6, 2017, Defendants placed Ms. McMinimee on paid  
11 administrative leave.  
12

13 19. Defendants' involuntary placement of Ms. McMinimee on  
14 administrative leave (and subsequent attempts to fire her) was in retaliation for Ms.  
15 McMinimee's good faith reasonable belief that she was opposing the above-  
16 referenced illegal activity.  
17

18 20. Defendants' involuntary placement of Ms. McMinimee on paid  
19 administrative leave caused Ms. McMinimee to experience serious health problems  
20 which, in turn, caused her to use her rights under the Family Medical Leave Act  
21 ("FMLA").  
22

23 21. On March 15, 2018, Ms. McMinimee's then-attorney (Sarah Evans)  
24 informed YSD's attorney (Michael Rorick) that Ms. McMinimee needed medical  
25

1 workplace leave and, as part of that notification, transmitted (to Mr. Rorick) a  
2 physician's note dated March 14, 2018.

3 22. As of March 15, 2018, Defendants knew or had reason to know that  
4 Ms. McMinimee's medical leave might be for FMLA reasons. 29 C.F.R. §  
5 825.300(b)(1).  
6

7 23. Federal regulations required that Defendants inform Ms. McMinimee  
8 as to whether she was eligible for FMLA within five business days of March 15,  
9 2018, which, in this instance, was March 22, 2018. *Id.* Federal regulations refer to  
10 such a notification as a "FMLA Eligibility Notice." *See id.*  
11

12 24. Defendants did not give Ms. McMinimee an FMLA Eligibility Notice  
13 within five business days of March 15, 2018. This was the first time the District  
14 violated the FMLA.  
15

16 25. On March 26, 2018, Ms. McMinimee: (a) sent an email to the YSD  
17 employees who handle leave and FMLA issues, Monette Dennis and Gina Tookes,  
18 (b) informed Ms. Tookes and Ms. Davis that she intended to take leave under the  
19 FMLA, (c) informed Ms. Tookes and Ms. Davis that she was eligible for leave  
20 under the FMLA, and (d) informed Ms. Tookes and Ms. Davis of the serious health  
21 condition giving rise to her FMLA request.  
22

23 26. Ms. McMinimee's March 26, 2018, email further stated:  
24  
25

1 I am asking that you please confirm what work calendar date (using the  
2 work calendar applicable to the Management Team/Superintendent's  
3 Group) you project will be my last day of having accrued leave  
4 available and then what work calendar date you project that I will  
5 exhaust FMLA.

6 27. Federal regulations required that YSD give Ms. McMinimee an FMLA  
7 Eligibility Notice within five business days of March 26, 2018, which, in this  
8 instance, was April 2, 2018. 29 C.F.R. §825.300(b)(1).

9 28. Defendants did not give Ms. McMinimee an FMLA Eligibility Notice  
10 by April 2, 2018, i.e. within five business days of March 26, 2018. This was the  
11 second time the District violated the FMLA.

12 29. On April 3, 2018, YSD employee Kelli York (Ms. McMinimee's direct  
13 subordinate and not an individual who typically handles FMLA issues) informed  
14 Ms. McMinimee that (a) McMinimee was eligible for FMLA (b) Ms. McMinimee  
15 had been designated a "key employee" under the FMLA, and (c) that Ms.  
16 McMinimee had "seven days" to complete and return, to YSD, the District's FMLA  
17 medical certification form. Ms. York's April 3, 2018, email contained a nine page  
18 .pdf attachment labeled "MCMINIMEE 180403.pdf" that included a boilerplate  
19 single page document titled "FAMILY AND MEDICAL LEAVE", a single page  
20 document titled "APPLICATION FOR FMLA LEAVE", a four page "Certification  
21 of Health Care Provider for Employee's Serious Health Condition," and a three  
22 page "Assistant Superintendent for Human Resources" job description.  
23  
24  
25

1           30. The District's April 3, 2018, email to Ms. McMinimee violated the  
2 FMLA because 29 C.F.R. § 825.305(b) gives Ms. McMinimee at least 15 calendar  
3 days (as opposed to "seven days") to complete and return the FMLA serious health  
4 condition certification form. This was the third time the District violated the  
5 FMLA.  
6

7           31. Federal regulation also required that the Defendants provide Ms.  
8 McMinimee a written FMLA "Rights and Responsibilities" notice at the same time  
9 it gave Ms. McMinimee her FMLA Eligibility Notice. 29 C.F.R. § 825.300(c)(1).  
10

11           32. The FMLA Rights and Responsibilities Notice must, *inter alia*, (a)  
12 inform the employee whether "the leave may be designated and counted against the  
13 employee's annual FMLA leave entitlement if qualifying" (b) inform the employee  
14 of "[t]he employee's right to substitute paid leave, whether the employer will require  
15 the substitution of paid leave, the conditions related to any substitution, and the  
16 employee's entitlement to take unpaid FMLA leave if the employee does not meet  
17 the conditions for paid leave," and (c) inform the employee as to "arrangements for  
18 making [premium payments to maintain health benefits]." 29 C.F.R. §  
19 825.300(c)(i)(iii)&(iv).  
20  
21

22           33. The Defendants' April 3, 2018, email and attachment violated the  
23 FMLA by failing to inform Ms. McMinimee of the above-referenced FMLA rights.  
24 This was the fourth, fifth, and sixth time the Defendants violated the FMLA.  
25



1           34. On April 4, 2018, Ms. McMinimee informed YSD that it had violated  
2 the FMLA for the above-referenced reasons and that those FMLA violations created  
3 illegal barriers that prevented Ms. McMinimee from exercising her FMLA rights.

4           35. Ms. McMinimee's April 4, 2018 email also informed YSD that its  
5 withholding of certain contractually allowed wages violated Washington's WPA.  
6  
7 *See infra.*

8           36. On April 16, 2018, the YSD received Ms. McMinimee's completed  
9 "Certification of Health Care Provider for Employee's Serious Health Condition"  
10 form.  
11

12           37. On April 17, 2018, the YSD received Ms. McMinimee's semi-  
13 completed "APPLICATION FOR FMLA LEAVE" form. The form was "semi-  
14 completed" because YSD had not informed Ms. McMinimee if she would be  
15 required or allowed to access her accrued leave, what forms of her accrued leave  
16 would be available for her to use, and when that leave would be exhausted, which  
17 in turn, rendered her unable to ascertain the begin and end dates of her FMLA leave.  
18  
19

20           38. On April 17, 2018, Ms. McMinimee further informed YSD that:

21 I am unable to calculate when I will exhaust my accrued leave and thus  
22 begin accessing FMLA leave consistent with the District's requirement.  
23 I have asked multiple time that the District to please confirm what work  
24 calendar date (using the work calendar applicable to the Management  
25 Team/Superintendent's Group) will be my last day of having accrued  
leave available if March 26, 2018 is recorded as my first use of leave  
and then what work calendar date the District projects that I will

1 exhaust FMLA if I am required to take the full twelve weeks of FMLA  
2 leave available to me, but those requests have gone unanswered. That  
3 is perplexing, as I have watched this same information be provided to  
4 other employees and do not understand why I am being treated  
5 differently than other employees.

6 39. Federal regulations required that YSD give Ms. McMinimee an FMLA  
7 Designation Notice within five business days of April 16, 2018, which, in this  
8 instance, was April 23, 2018. 29 C.F.R. §825.300(d)(1).

9 40. Federal regulations further required that the FMLA Designation  
10 Notice “notify the employee of the amount of leave counted against the employee's  
11 FMLA leave entitlement [and] [i]f the amount of leave needed is known at the time  
12 the employer designates the leave as FMLA-qualifying, the employer must notify  
13 the employee of the number of hours, days, or weeks that will be counted against  
14 the employee's FMLA leave entitlement in the designation notice.” 29 C.F.R. §  
15 825.300(d)(6).

16 41. On April 17, 2018, YSD informed Ms. McMinimee of her sick leave,  
17 vacation, and personal leave balances that existed as of March 27, 2018, but YSD  
18 did not, as required by the FMLA, tell Ms. McMinimee as to whether the sick leave,  
19 vacation leave, and personal leave balances would be counted against Ms.  
20 McMinimee’s 12-week FMLA entitlement. This is the District’s seventh violation  
21 of the FMLA.  
22  
23  
24  
25

1           42. As of the date of this complaint the District has yet to tell Ms.  
2 McMinimee as to when her FMLA will begin and when it will end. This, in turn,  
3 has caused (and continues to cause) Ms. McMinimee uncertainty as to when the  
4 leave will begin and end which, in turn, has caused Ms. McMinimee damages in an  
5 amount to be proven at trial.  
6

#### 7                                   IV. CAUSES OF ACTION

#### 8                   (CAUSE OF ACTION NO. 1 & 2 – VIOLATION OF 29 U.S.C. § 9                   2615(A)(1)-(2) – FAMILY MEDICAL LEAVE ACT – 10                  INTERFERENCE & DISCRIMINATION)

11           43. Plaintiff re-alleges the above paragraphs.

12           44. In order to prosecute a FMLA interference claim the employee must  
13 show that she (1) was eligible for the FMLA's protections, (2) the employer was  
14 covered by the FMLA, (3) the employee was entitled to leave under the FMLA, (4)  
15 the employee provided sufficient notice of her intent to take leave, and (5) the  
16 employer denied her FMLA benefits to which she was entitled.  
17

18           45. Ms. McMinimee worked for YSD for over 1,250 hours before the start  
19 of her FMLA leave.  
20

21           46. The YSD employed Ms. McMinimee 12 months before the beginning  
22 of her FMLA leave.  
23

24           47. Ms. McMinimee was entitled to leave under the FMLA given her  
25 serious health condition as shown by, *inter alia*, the “Certification of Health Care

1 Provider for Employee's Serious Health Condition" (and accompanying physician  
2 letter) that Ms. McMinimee gave Defendants on or about April 17, 2018.

3 48. Ms. McMinimee provided the YSD notice of her intent to take FMLA  
4 leave on March 15, 2018 and March 26, 2018.

5 49. Defendants interfered with Ms. McMinimee's FMLA rights by  
6 violating the FMLA on at least seven separate occasions as set forth above.  
7 Defendants have further interfered with Ms. McMinimee's FMLA rights by failing  
8 to inform her as to when her FMLA leave will begin and when it will end.  
9

10 50. Defendants' failure to follow the FMLA has required Ms. McMinimee  
11 to resort to filing this lawsuit so as to have the Court exercise its equitable powers,  
12 as allowed under 29 C.F.R. § 325.300(e), to compel Defendants to inform Ms.  
13 McMinimee as to when her FMLA leave will begin and end.  
14

15 51. Defendants' failure to follow the FMLA's notice provisions has caused  
16 her uncertainty as to whether or not she is on FMLA which, in turn, has cost Ms.  
17 McMinimee between \$600 - \$700/day in use of her own accrued leave.  
18

19 52. Defendants have further interfered with Ms. McMinimee's FMLA  
20 rights by, without any basis, designating Ms. McMinimee as a "key employee" even  
21 though YSD has no basis to conclude that, as of March 2018, the YSD would suffer  
22 "substantial and grievous economic injury" if required to restore Ms. McMinimee  
23  
24  
25

1 to her job upon the conclusion of her FMLA leave. As such, Ms. McMinimee seeks  
2 a declaration that she is not a “key employee” for the purposes of the FMLA.

3 53. Ms. McMinimee also seeks a declaration from the Court that YSD  
4 violated the FMLA for the seven reasons listed in the statement of facts section of  
5 this complaint.  
6

7 54. Ms. McMinimee further seeks a declaration that she be allowed to  
8 access and utilize her own leave to the same extent the YSD allows its other  
9 employees to do the same under the FMLA.  
10

11 55. In order to prosecute a FMLA discrimination claim the employee must  
12 show (1) she availed herself of a protected right under the FMLA; (2) she suffered  
13 an adverse employment decision; and (3) there is a causal connection between the  
14 two actions.  
15

16 56. Regarding point (1), Ms. McMinimee availed herself to her right to  
17 request FMLA leave on March 15, 2018 and March 26, 2018.

18 57. Regarding point (2), Defendants subjected Ms. McMinimee to the  
19 following adverse employment decisions (a) by (on April 12, 2018) threatening Ms.  
20 McMinimee with a *Loudermill* termination hearing (which was scheduled for April  
21 17, 2018) even though (as of April 3, 2018) the Defendants acknowledged that Ms.  
22 McMinimee was FMLA eligible and (b) by (on March 28, 2018) depriving Ms.  
23 McMinimee of the below-referenced contractually mandated pay increases (more  
24  
25

1 on that below) while allowing Ms. McMinimee's similarly-situated co-workers to  
2 receive those benefits on March 30, 2018.

3 58. Defendants' acts have caused Plaintiff damages in an amount to be  
4 proven at trial.

5  
6 **(CAUSE OF ACTION NO. 3 – VIOLATION OF WASHINGTON'S WAGE**  
7 **REBATE ACT –RCW 49.52.050)**

8 59. An employee prosecuting a RCW 49.52.050(2) Wage Rebate Act  
9 (WRA) claim must show that (a) the employer (or employer's agent) (b) willfully  
10 and intentionally deprived the employee of (c) "any part of his or her wages" and/or  
11 paid the "employee a lower wage than the wage such employer is obligated to pay  
12 such employee by any statute, ordinance, or contract."

13  
14 60. On March 13, 2017, Ms. McMinimee and Mr. Irion (on behalf of the  
15 YSD) entered into a Letter of Intent for her hiring as the Associate Superintendent  
16 for Human Resources.

17  
18 61. Several days after Ms. McMinimee's hiring, Mr. Irion contacted Ms.  
19 McMinimee by telephone and told her that he did not want to upset Associate  
20 Superintendent Scott Izutsu for "political reasons" and it would be better if Ms.  
21 McMinimee were called "Assistant Superintendent for Human Resources."

22  
23 62. Ms. McMinimee believed that this "Associate-to-Assistant" job title  
24 change was a change that was being made only for appearance sake and would have  
25

1 no other impact on her compensation. Indeed, Ms. McMinimee was never asked to  
2 sign a revised Letter of Intent reflecting that this would be a contractual change, nor  
3 was she ever issued a contract that identified her as an Assistant Superintendent.

4         63. Ms. McMinimee was a member of the YSD “Superintendent Group”  
5 meaning, for the purpose of this claim, that she was entitled to retroactive pay  
6 increases for the portion of the 2016-2017 work year that she was employed by the  
7 YSD and all of the 2017-2018 work year to date.

8  
9         64. The “Superintendent Group” includes, Ms. McMinimee, Deputy  
10 Superintendent Cecelia Mahre, Associate Superintendent Scott Izutsu, and  
11 Assistant Superintendent Alicia Jacob.

12  
13         65. Mr. Irion advised Ms. McMinimee at her hiring that he was planning  
14 to seek a retroactive pay raise for the Superintendent’s Group for the 2016-2017  
15 school year, as well as a pay raise for the Superintendent’s Group for the 2017-2018  
16 school year.

17  
18         66. On June 30, 2017, Mr. Irion made a request that the School Board  
19 approve the retroactive pay raise for the Superintendent’s Group for the 2016-2017  
20 school year, as well as a pay raise for the Superintendent’s Group for the 2017-2018  
21 school year.

22  
23         67. During the months of July, August, and September 2017, Mr. Irion  
24 advised Ms. McMinimee individually and the Superintendent’s Group collectively  
25

1 that the retroactive pay raise for the Superintendent's Group for the 2016-2017  
 2 school year, as well as a pay raise for the Superintendent's Group for the 2017-2018  
 3 school year, would be forthcoming but would be delayed until later in the school  
 4 year because of certain appearance concerns voiced by the School Board. Mr. Irion  
 5 also shared that the members of the Superintendents Group would get their  
 6 individual employment contracts for the year when the raises were approved.  
 7

8 68. On March 28, 2018, YSD employee Jennifer Baird (Mr. Irion's  
 9 Executive Assistant) informed the YSD's agent, Michael Rorick:  
 10

---

11 **From:** Baird, Jennifer  
 12 **Sent:** Wednesday, March 28, 2018 11:04 AM  
**To:** Michael Rorick  
**Subject:** S.M. pay info

13 Mike,

14 Please find attached pay information for Shannon McMinimee. The other superintendents will  
 have their raises and retro pay on the March 30 check. Shannon's is being held. Thank you.

15 *Jennifer L. Baird*

16 Administrative Assistant to the Superintendent  
 Central Services Building Principal  
 Yakima School District - Central Services  
 104 N. Fourth Avenue  
 Yakima, WA 98902  
 17 Phone 509.573.7001  
 Fax 509.573.7181

18  
 19 69. The "Shannon" referenced in the March 28, 2018, email refers to  
 20 Shannon McMinimee.  
 21

22 70. On April 4, 2018, Ms. McMinimee informed YSD employees Kelli  
 23 York and Monette Dennis:

24 To the extent the District withholds (or has already withheld) payment  
 25 of the retroactive pay increases to me, the District is wrongfully  
 withholding wages in violation of Washington law, incurring civil  
 FIRST AMENDED COMPLAINT AND  
 DEMAND FOR JURY TRIAL- 16



1 liability for my attorney's fees and costs, as well as double damages.  
2 The District is also risking individual criminal and civil liability for Dr.  
3 Irion, the members of the School Board, and any other employee who  
4 has participated in a decision to intentionally withhold wages from  
5 [me]. *See* RCW 49.52.050 and RCW 49.52.070. Please consider the  
6 District on notice with respect to this issue should the retroactive pay  
7 increases be unlawfully withheld from me.

8  
9 71. No employee or agent of the Defendants substantively responded to  
10 the above-referenced allegation in Ms. McMinimee's April 4, 2018, email.

11 72. Although on notice that its failure to pay Ms. McMinimee her  
12 contractually allowed pay increase, YSD did not provide Ms. McMinimee her pay  
13 increase yet paid the other members of the Superintendent's Group their retroactive  
14 pay increases.

15 73. The Defendants' acts and omissions have caused Plaintiff to be  
16 damaged in an amount to be proven at trial.

17 74. Given Defendants' willful and intentional withholding of Ms.  
18 McMinimee's wages Ms. McMinimee is entitled to double damages, attorneys'  
19 fees, and prejudgment interest.

20 **(CAUSE OF ACTION NO. 4 – EQUAL PAY ACT - RETALIATION)**

21 75. In order to state a claim for retaliation under the Equal Pay Act a  
22 plaintiff must establish (1) engagement in protected activity, (2) a materially  
23 adverse action which would dissuade a reasonable worker from making or  
24 supporting a charge of discrimination, and (3) causality.  
25

1           76. Ms. McMinimee engaged in protected activity in August and  
2 September of 2017 by opposing the Jack Factors and then by making modifications  
3 to the Jack Factors.

4           77. Defendants subjected Ms. McMinimee to an adverse employment  
5 action by, *inter alia*, placing her on administrative leave so as to buy time in which  
6 Defendants could come up with a reason to fire Ms. McMinimee. By placing Ms.  
7 McMinimee on administrative leave (and barring her from her District office as  
8 well her ability to access any electronic files and her saved emails), the District  
9 barred her from having access to documents and records that she would need to  
10 defend herself against Defendants' pretextual allegations.

11           78. The proximity in time between Ms. McMinimee's oppositional  
12 activity and the adverse action, coupled with Mr. Irion's treatment of Ms.  
13 McMinimee during the August 2017 meeting and October 30, 2017, interaction is  
14 sufficient to establish causation.

15           79. Defendants' actions have damaged Ms. McMinimee in an amount to  
16 be proven at trial.

17  
18           **(CAUSE OF ACTION NO. 5 – VIOLATION OF EQUAL PAY ACT)**

19           80. To prevail on an Equal Pay Act claim a plaintiff must show that her  
20 employer has paid male and female employees different wages for substantially  
21 equal work.  
22  
23  
24  
25

1           81. Defendants paid Ms. McMinimee a pro-rated salary based on the 2016-  
2 2017 school year annual salary of \$127,658.00 as an Assistant Superintendent, Step  
3 6.

4           82. Defendants paid Mr. Izutsu \$130,286 for the 2016-2017 school year as  
5 an Associate Superintendent, Step 6. Mr. Izutsu has received a retroactive pay  
6 increase for the 2016-2017 school year, whereas that has been withheld from Ms.  
7 McMinimee.  
8

9           83. The above-referenced pay disparities also applied (and apply) to the  
10 2017-2018 school year. Additionally, and as set forth above, Mr. Izutsu has received  
11 a pay increase for the 2017-2018 school year, whereas the same has been withheld  
12 from Ms. McMinimee.  
13

14           84. Ms. McMinimee and Mr. Izutsu conducted substantially equal work as  
15 both individuals (a) reported to the District's Superintendent, (b) worked as part of  
16 the Superintendent Group throughout the calendar year, (c) were subject to the  
17 terms and condition of the District's Management Team Handbook, (d) were  
18 subject to the same provisions regarding benefits as set out in the applicable  
19 Collective Bargaining Agreement, (e) maintained offices at the District's Central  
20 Services building, (f) led various bargaining teams, (g) ostensibly worked similar  
21 hours, (h) played key roles in the District's budgeting and staffing, (i) were  
22 authorized to sign warrants and contracts the District's behalf, and (j) were required  
23  
24  
25

1 to attend the same Board Meetings, Management Team Meetings, and Cabinet  
2 Meetings.

3 85. The District did not utilize (i) a seniority system; (ii) a merit system;  
4 or (iii) a system which measured earnings by quantity or quality of production in  
5 establishing the pay rates of Ms. McMinimee and Mr. Izutsu.  
6

7 86. Nor did the District utilize a differential based on any other factor other  
8 than sex as Ms. McMinimee and Mr. Izutsu have similar licensing (both are licensed  
9 attorneys), education, and administrative experience.  
10

11 87. In fact, although Ms McMinimee is not required to prove  
12 discriminatory intent to prevail on her EPA claim, evidence of Defendants'  
13 deceptive (and discriminatory) intent exists given the statement that Mr. Irion made  
14 to Ms. McMinimee shortly after her March 13, 2017, hire date when Mr. Irion told  
15 Ms. McMinimee that he would be changing her job title from Associate  
16 Superintendent to Assistant Superintendent for "political reasons" associated with  
17 not offending Mr. Izutsu. Yet in making that statement, Mr. Irion hid from Ms.  
18 McMinimee the fact that he was relegating her to a lower pay scale.  
19  
20

21 88. Defendants' actions toward Ms. McMinimee were knowing and  
22 willful and caused Ms. McMinimee damages in an amount to be proven at trial.  
23

## 24 **V. PRAYER FOR RELIEF**

25 Plaintiff respectfully prays for:

1 A. Compensation for all injury and damages suffered by Ms. McMinimee  
2 including, but not limited to, both economic and non-economic damages, in the  
3 amount to be proven at trial including back pay, front pay, pre and post judgment  
4 interest, lost benefits of employment, adverse tax consequences of any award for  
5 economic damages, liquidated damages, and general damages relating to emotional  
6 distress and mental anguish damages as provided by law.

8 B. Plaintiff's reasonable attorneys, expert fees, and costs, pursuant to 29 U.S.C.  
9 § 2617(a)(3), RCW 49.52.070, 29 U.S.C. § 216(b), and as otherwise provided by  
10 law as well as the *private attorney general* theory of recovery of reasonable attorney  
11 fees and costs in employment related cases.

13 C. For the Court to use its equitable powers to declare that Defendants' actions  
14 have violated the FMLA and WRA and, to the extent necessary, order the  
15 Defendants to comply with the FMLA.

17 D. For such other and further relief as this Court deems just and equitable.

18 Respectfully submitted this 7th day of June 2018.

19  
20 /s Matthew Crotty  
21 MATTHEW Z. CROTTY, WSBA 39284  
22 Crotty & Son Law Firm, PLLC  
23 905 West Riverside, Suite 404  
24 Spokane, WA 99201  
25 Telephone: 509.850.7011

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I certify that I filed the above-captioned document with the Court via the Court's CM/ECF system which will cause the attorneys who have appeared in this action to be served with this document.

Dated this 7th day of June 2018.

/s/ Matthew Crotty

MATTHEW Z. CROTTY

Crotty & Son Law Firm, PLLC

905 West Riverside, Suite 404

Spokane, WA 99201

Telephone: 509.850.7011